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Agreement made the                      day of July, 1972, effective

January 1, 1972, by and between the Judges of the County Court of  
Essex County, New Jersey and their successors (hereinafter referred  
to as the "Judges"), and the Essex County Probation Officers'  
Association (hereinafter referred to as the Association):

1. The Judges ~~and the Association~~ hereby recognize the Association  
pursuant to Chapter 303, Laws of 1968 (New Jersey Employer-Employee  
Relations Act) as the sole and exclusive representative of Probation  
Officers, Principal Probation Officers, and Senior Probation Officers of the  
Essex County Probation Department to negotiate matters relating to salaries  
and working conditions for employees in those titles, as fall within the purview  
of the Judges pursuant to R.S. 2A:168-1 et. seq.

2. Effective January 1, 1972, the annual rates of pay for all  
Probation Officers and Senior Probation Officers, Principal Probation  
Officers 1 and 11, to be promulgated by Order of the said Judges,  
pursuant to R. S. 2A:168-8, will be as follows:

TITLE	MIN	1	2	3	4	5	INCRE
Probation Offcr.	9500	10173	10846	11519	12192	12865	673
Senior P. O.	10400	11145	11890	12635	13380	14125	745
Prin. P. O. II	11700	12500	13300	14100	14900	15700	700
Prin. P. O. I	13000	13876	14752	15828	16504	17380	876

a. Each officer in the aforelisted titles, who has already reached his maximum salary, shall be advanced to the new maximum established herein as of January 1, 1972.

3. All officers in the above titles, who are required to remain on duty through the supper hour to accept reports of probationers, shall receive a meal allowance of \$4.25 for each such duty assignment.

4. No officer in the above titles shall be required to transport probationers or other defendants in their privately owned automobiles.

5. Effective July 16, 1972, whenever a probation officer uses his automobile for County business he shall be reimbursed at a rate of 15¢ per mile.

6. As authorized by N.J.S.A. 34:13A-5-3, the parties agree that a complaint or grievance of any probation officer relating to the interpretation, application or alleged violation of any provision of this contract, or any term and condition of employment, if not otherwise provided for in law or in applicable rules and regulations having the force and effect of law, shall be settled in the following manner:

Step 1. The grievance shall first be taken to the employee's immediate supervisor, i.e., the Principal Probation Officer, who shall make an effort to resolve the problem within a reasonable period of time within 3 working days if possible. At this level, a complaint or grievance need not be in writing;

Step 2. If not resolved at the supervisory level, the grievance shall be put in writing, signed by the aggrieved officer and submitted to the appropriate Assistant Chief Probation Officer, who shall acknowledge its receipt within three working days and shall render a decision within five working days;

Step 3. If not resolved by the Assistant Chief Probation Officer the written grievance shall be referred to the Chief Probation Officer, who shall render a decision within ten days;

Step 4. If the aggrieved officer is not satisfied with the decision of the Chief Probation Officer, he may choose to utilize one of the following three options for a final determination of the grievance:

a. He may appeal to the Civil Service Commission under the laws and rules governing the operation of that agency;

b. He may appeal to the County Court Judges, in which case the decision of the Judges shall be final and shall be rendered with reasonable promptness. The Judges may designate a representative from outside the Probation Department to hear and make recommendations for disposition. The decision of

the Judges or their representative shall be made within twenty days of the date of receipt of the grievance;

c. He may request the matter to be heard by an impartial arbitrator, to be selected by the New Jersey State Board of Mediation or the Public Employment Relations Commission, who shall be selected in accordance with the conventionally used rules and procedures utilized for this purpose.

(1) The decision of the arbitrator shall be final and binding on both parties.

(2) The cost of arbitration shall be borne equally by the parties to the contract.

7. It is expressly understood that the right to submit a grievance to binding arbitration as outlined in step 4c above, is limited exclusively to the provisions of this Agreement. Other grievances not associated with the provisions of this Contract shall be subject only to the application of steps 1, 2, 3 and 4a and b, for their resolution. In using the grievance procedure established herewith, an employee is entitled at each step to be represented by an attorney of his own choosing or by a bona fide member of the Association designated to represent him pursuant to this Agreement.

8. Except as otherwise provided herein, all rights, privileges and benefits which the Probation Officers have heretofore enjoyed and are presently enjoying shall be maintained and continued by the Judges and the County during the term of this Agreement.

9. Whenever any civil action has been or shall be brought against any employee covered by this agreement for any act or omission arising out of and in the course of and within the scope of the performance of the duties of such office, position or employment, the County shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such persons from any financial loss resulting therefrom.

Should any criminal action be instituted against employee entitled to defense in civil actions according to the foregoing paragraph for any such act or omission arising out of his employment with the County and should such proceeding be dismissed or result in a final disposition in favor of such person, the County shall reimburse him for the cost of defending such proceedings, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

10. The provisions of this Agreement shall remain in effect until ~~December 31, 1972~~. Negotiations for the year 1973 concerning all terms and conditions of employment, including salary, may commence after September 15, 1972, upon written notice by either party.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this            day of July, 1972.

For the Judges:

For the Association:

\_\_\_\_\_  
Joseph B. Sugrue, Liaison

\_\_\_\_\_  
Hubert Hayes, President

\_\_\_\_\_  
William A. Consodine

\_\_\_\_\_  
Vice President

Leon W. Kapp

Francis W. Hayden

Melvin P. Antell

Van Y. Clinton

Morris N. Hartman

Sam A. Colarusso

H. Curtis Meanor

Joseph Harrison

John A. Marsulli